

Sixth Appellate District

San Jose, California

MONDAY, NOVEMBER 21, 2005

H027411 VALENTA v. FOSTER, etc.

H028005 VALENTA v. FOSTER, etc.

The judgment and the order denying appellant's motion to tax costs are affirmed. (not published)

(Bamattre-Manoukian, J.; We concur: Premo, Acting P.J., Elia, J.)

Filed November 21, 2005

H027536 PEOPLE v. PONCE

(Filed order modifying opinion.) There is no change in the judgment. The petition for rehearing is denied. (not published)

(Elia, J.; Premo, Acting P.J.; Bamattre-Manoukian, J.)

Filed November 21, 2005

The following case is submitted this date:

H028516 DOREL INDUSTRIES, INC. v. SUPERIOR COURT

TUESDAY, NOVEMBER 22, 2005

H025703 LE FRANCOIS, et al. v. DUET TECHNOLOGIES, INC., et al.

The order of the trial court denying the motion of defendants Duet Corporation, Inc., and iPolicy Networks, Inc., for judgment notwithstanding verdict and granting the motion of iPolicy Networks, Inc., for new trial is affirmed. The parties shall bear their own costs on appeal. (not published)

(Premo, J.; We concur: Rushing, P.J., Bamattre-Manoukian, J.)

Filed November 22, 2005

H028359 CHANG v. WANG

For the foregoing reasons, the order is affirmed. (not published)

(Premo, J.; We concur: Rushing, P.J., Duffy, J.)

Filed November 22, 2005

Sixth Appellate District

San Jose, California

Tuesday, November 22, 2005 (continued)

H026867 LOCKHEED CORPORATION v. CONTINENTAL INSURANCE COMPANY,
et al.

The judgment of the trial court is modified as follows:

Page 3: All of the text in the lower box on page 3 (lines 16-27) under the heading labeled, "III DEMURRERS AND MOTIONS TO STRIKE AS TO CERTAIN EXCESS INSURERS" is deleted.

Page 4: The text contained in lines 5 through 8 is deleted.

Page 9: Paragraph 6 is modified to read in full as follows:

"6. As to the Thirtieth cause of action in Lockheed's Cross-Complaint, Continental Casualty, Allianz Underwriters Insurance Company, AIU Insurance Company, Granite State Insurance Company of the State of Pennsylvania, Landmark Insurance Company, National Union Fire Insurance Company of Pittsburgh, PA, New Hampshire Insurance Company, Old Republic Insurance Company, First State Insurance Company, Associated Aviation Underwriters, Century Indemnity Company, Central National Insurance Company of Omaha, Westport Insurance Corporation, Stonewall Insurance Company, Commercial Union Insurance Company, as successor in interest to Employers Surplus Lines Insurance Company, Employers Surplus Lines Insurance Company, Twin City Fire Insurance Company, and American Reinsurance Company, have and had no duty or obligation to indemnify Lockheed for any liability that Lockheed has incurred or may incur arising out of the sites identified in the Thirtieth cause of action, and that final judgment on the Thirtieth cause of action be, and hereby is, entered in favor of all of the foregoing listed parties and against Lockheed, and Lockheed's requested declarations with respect to the Thirtieth cause of action are denied."

As modified, the judgment is affirmed. Respondent Continental shall have its costs on appeal. The parties shall otherwise bear their own costs. (published)

(Premo, J.; We concur: Rushing, P.J., Elia, J.)

Filed November 22, 2005

H028339 PEOPLE v. GALLEGOS

The judgment is affirmed. (not published)

(Duffy, J.; We concur: Rushing, P.J., Premo, J.)

Filed November 22, 2005

H028217 PEOPLE v. WURTZ

The judgment is affirmed. (not published)

(Duffy, J.; We concur: Rushing, P.J., Premo, J.)

Filed November 22, 2005

Sixth Appellate District

San Jose, California

Tuesday, November 22, 2005 (continued)

The following case is submitted this date:
H028682 D.F.C.S. v. PAUL W.

WEDNESDAY, NOVEMBER 23, 2005

(no minute approved orders)